

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

Emily E. Geier, P.C. (admitted *pro hac vice*)

Derek I. Hunter (admitted *pro hac vice*)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Faxsimile: (212) 446-4900

joshua.sussberg@kirkland.com

emily.geier@kirkland.com

derek.hunter@kirkland.com

COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

Proposed Co-Counsel for Debtors and Debtors in Possession



Order Filed on June 1, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

DATED: June 1, 2023


Honorable Vincent F. Papalia
United States Bankruptcy Judge

¹ The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

**ORDER (I) AUTHORIZING THE
EMPLOYMENT AND RETENTION
OF A&G REALTY PARTNERS, LLC AS
REAL ESTATE CONSULTANT AND ADVISOR
TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF THE PETITION DATE, (II) APPROVING
THE TERMS OF A&G'S EMPLOYMENT, (III) WAIVING CERTAIN
TIMEKEEPING REQUIREMENTS, AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered four (4) through nine (9), is
ORDERED.

(Page | 3)

Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

Upon the *Debtors' Application for Entry of an Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief* [Docket No. 348] (the "Application") of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) authorizing the Debtors to, under sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1, employ and retain A&G Realty Partners, LLC ("A&G"), as real estate consultant and advisor to the Debtors in accordance with that certain real estate services agreement executed in August 2022 by and between Debtor Bed Bath & Beyond Inc. and A&G, a copy of which is attached hereto as Exhibit 1 (the "Real Estate Services Agreement"), that certain amendment to the Real Estate Services Agreement dated as of January 27, 2023 between A&G and Debtor Bed Bath & Beyond Inc., a copy of which is attached hereto as Exhibit 2 (the "Real Estate Services Agreement Amendment"), and that certain real estate services agreement executed on May 11, 2023 between and among Debtor Bed Bath & Beyond, Inc., A&G, and Jones Lang LaSalle Americas, Inc. ("JLL"), a copy of which is attached hereto as Exhibit 3 (the "Co-Broker Real Estate Services Agreement," and together with the Real Estate Services Agreement and the Real Estate Services Agreement Amendment, the "A&G Agreement"), effective as of the Petition Date; (b) approving the terms of A&G's employment and retention, including the fee and expense structure and the indemnification provisions set forth in

(Page | 4)

Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

the A&G Agreement; (c) waiving certain timekeeping requirements of the Bankruptcy Rules, Local Rules, and the Trustee Guidelines; and (d) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration and the Amendola Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, and the Court having been advised that all formal and informal objections to the Motion have been resolved, **IT IS HEREBY ORDERED THAT:**

1. The Application is **GRANTED** on a basis as set forth herein.
2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1, the Debtors are hereby authorized

(Page | 5)

Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

to employ and retain A&G as their real estate consultant and advisor in accordance with the terms and conditions set forth in the Application and the A&G Agreement, as modified by this Order, effective as of the Petition Date.

3. The A&G Agreement, together with all annexes and exhibits thereto and all compensation set forth therein, including, without limitation, the Fee Structure and indemnification provisions are approved pursuant to section 328(a) of the Bankruptcy Code and A&G shall be compensated, reimbursed, and indemnified pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of, and at the times specified in, the A&G Agreement, as modified by this Order.

4. The terms and provisions of the A&G Agreement are approved, and the Debtors are authorized to compensate A&G in accordance with the A&G Agreement. A&G shall not be required to file interim fee applications for its fixed fee Services; *provided, however,* that A&G shall be required to file a final fee application upon completion of its Services which shall be subject to the standard of review provided for in section 328(a) of the Bankruptcy Code, subject to the rights of the U.S. Trustee to review pursuant to section 330 of the Bankruptcy Code as set forth in paragraph 6 below.

5. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, orders of this Court, and the United States Trustee Program's *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the "U.S. Trustee Guidelines"), A&G shall

(Page | 6)

Debtors: BED BATH & BEYOND INC., *et al.*
Case No. 23-13359 (VFP)
Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

be granted a limited waiver of the information requirements such that A&G shall not be required to maintain records of detailed time entries in connection with the Services as that term is defined in the A&G Agreement; *provided* that in the event that A&G provides any Additional Services to the Debtors, A&G shall be required to file interim and final fee applications on an hourly basis only and the time detail provided for such fees may be provided in a summary fashion. Specifically, A&G will submit time records setting forth the hours spent on each activity and a description of the Additional Services provided but will not break out its time into tenth-of-an-hour increments.

6. Notwithstanding anything to the contrary in this Order, the Application, the Retention Agreement or the Amendola Declaration, the U.S. Trustee shall retain the right and be entitled to object to A&G's fees and expenses based on the reasonableness standard provided for in section 330 of the Bankruptcy Code. The Debtors and A&G further stipulate and agree that this Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of A&G's compensation and reimbursement requests under sections 330 and 331 of the Bankruptcy Code. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee on appeal or otherwise, with respect to the reasonableness of A&G's fees and compensation and reimbursement requests.

7. In the event that, during the pendency of these Chapter 11 Cases, A&G requests reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records

(Page | 7)

Debtors: BED BATH & BEYOND INC., *et al.*
Case No. 23-13359 (VFP)
Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

from such attorneys shall be included in A&G's fee applications, and such invoices and time records shall be in compliance with the Local Rules, the U.S. Trustee Guidelines and approval of the Court under the standards of section 330 and 331 of the Bankruptcy Code, without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, A&G shall only be reimbursed for any legal fees incurred in connection with these Chapter 11 Cases to the extent permitted under applicable law and the decisions of this Court.

8. Nothing in this Order shall alter or limit any authorization, requirement or relief contained in, or prevent BBB Canada Ltd. and Bed Bath & Beyond Canada L.P. (collectively, "BBB Canada") from taking any action authorized pursuant to, or required by, the CCAA, the initial order in respect of BBB Canada (the "Initial Order") issued by the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court") in proceedings in respect of BBB Canada pursuant to the Companies' Creditors Arrangement Act (Canada) or any Order granted thereunder, and to the extent of any inconsistency between this Order and the terms of the Initial Order or any other order of the CCAA Court or the CCAA , the order of the CCAA Court or the CCAA, as applicable, shall govern with respect to BBB Canada.

9. A&G shall disclose any and all facts that may have a bearing on whether A&G, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse

(Page | 8)

Debtors: BED BATH & BEYOND INC., *et al.*
Case No. 23-13359 (VFP)
Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

to the Debtors, their creditors, or other parties in interest in these cases. The obligation to disclose identified in this paragraph shall be a continuing obligation.

10. With respect to controversies or claims arising out of or in any way related to the Services in the A&G Agreement notwithstanding any arbitration, dispute resolution, or exclusive jurisdiction provisions contained in the A&G Agreement, any disputes arising under the A&G Agreement shall be heard in this Court during the pendency of these Chapter 11 Cases.

11. The Indemnification Provision set forth in the A&G Agreement is approved, subject during the pendency of these cases to the following:

- a. A&G shall not be entitled to indemnification, contribution, or reimbursement set forth in the Indemnification Provision, unless such indemnification, contribution, or reimbursement is approved by the Court;
- b. notwithstanding any provision of the Application and the A&G Agreement to the contrary, the Debtors shall have no obligation to indemnify or provide contribution or reimbursement to any Indemnified Person under the A&G Agreement for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from such Indemnified Person's gross negligence, willful misconduct, bad faith, fraud or self-dealing to which the Debtors have not consented; (ii) for a contractual dispute in which the Debtors allege the breach of such Indemnified Person's contractual obligations, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors' consent prior to a judicial determination as to the Indemnified Person's gross negligence, willful misconduct, bad faith, fraud, or unconsented self-dealing, but determined by this Court, after notice and a hearing, to be a claim or expense for which such Indemnified Person should not receive indemnification, contribution, or reimbursement under the terms of the A&G Agreement, as modified by this Order;

(Page | 9)

Debtors: BED BATH & BEYOND INC., *et al.*
Case No. 23-13359 (VFP)
Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

- c. if, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal); and (ii) the entry of an order closing the Chapter 11 Cases, any Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Indemnification Letter (as modified by this Order), including, without limitation, the advancement of defense costs, such Indemnified Person must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Indemnified Person before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses for indemnification, contribution, and/or reimbursement by any Indemnified Persons, and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, the Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, contribution, and/or reimbursement; and
- d. any limitation on liability pursuant to the A&G Agreement or otherwise shall be eliminated.

12. A&G will work to ensure that the services to be provided by A&G will not duplicate the services of any of the other professionals retained by the Debtors.

13. None of the fees payable to A&G under the A&G Agreement shall constitute a "bonus" or fee enhancement under applicable law.

14. To the extent that there may be any inconsistency between the terms of the Application, the Amendola Declaration, the A&G Agreement, and this Order, the terms of this Order shall govern

(Page | 10)

Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Order (I) Authorizing the Employment and Retention of A&G Realty Partners, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of A&G's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

15. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

16. The Debtors and A&G are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

17. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Real Estate Services Agreement



**REAL ESTATE SERVICES
AGREEMENT WITH
BED BATH & BEYOND INC.**

This Real Estate Services Agreement including the Schedules attached hereto (collectively the “Agreement”) is made as of August ___, 2022 (the “Agreement Date”), by and between **A&G REALTY PARTNERS, LLC**, a New York limited liability company, with its principal place of business at 445 Broadhollow Road, Suite 410, Melville, New York 11797 (“A&G”), and **BED BATH & BEYOND INC.**, a New York corporation, with its principal place of business at 650 Liberty Avenue, Union, New Jersey 07083 (including its affiliates and subsidiaries, collectively the “Company” and, together with A&G, collectively, the “Parties” and, individually, a “Party”).

WITNESSETH:

WHEREAS, the Company is the lessee or sublessee of certain non-residential real property leases, including Non-Store Leases as defined herein (each a “Lease” and, collectively, the “Leases”) to be identified by the Company on Schedule A within thirty (30) days of the Agreement Date.

WHEREAS, the Company desires to: (i) reduce or amend its obligations under the Leases by modifying the terms and conditions thereof or reduce risk and provide optionality under certain Leases; (ii) obtain the right to terminate certain Leases prior to their expiration date; and (iii) obtain other real estate consulting and advisory services as set forth herein; and

WHEREAS, under the terms and conditions contained in this Agreement, the Company desires to retain A&G and A&G is willing to provide the Services.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services to be Provided.** In accordance with the terms and conditions of this Agreement, A&G will provide the following services relating to the Leases (the “Services”):
 - a) assist the Company with real estate strategy;
 - b) consult with the Company to discuss the Company’s goals, objectives and financial parameters in relation to the Leases;
 - c) provide ongoing advice and guidance related to individual financial and non-financial lease restructuring opportunities;
 - d) negotiate with the landlords of the Leases (collectively, the “Landlords” and, individually, a “Landlord”) on behalf of the Company to obtain Lease Modifications (as defined herein);

- e) negotiate with Landlords and other third parties on behalf of the Company to obtain Lease Terminations (as defined below) acceptable to the Company;
- f) negotiate with Landlords on behalf of the Company to obtain Early Termination Rights (as defined herein);
- g) negotiate with prospective tenants and other third parties on behalf of the Company to obtain Subleases (as defined herein); and
- h) provide regular update reports to the Company regarding the status of the Services, not less than weekly and in the format attached hereto as Schedule C.

2. Term of Agreement. Subject to Section 15 herein, this Agreement shall be for a term of six (6) months following the Agreement Date (the “Term”). In the event the Services are not completed at the end of the Term, the Agreement may be extended or renewed by written agreement of the Parties.

3. Compensation. The compensation for the Services is set forth on Schedule B, which is attached hereto and incorporated herein (“Compensation”). The Company acknowledges that the calculations necessary to determine Compensation are predicated on Company Information (as that term is defined below) provided by the Company to A&G. Any material discrepancies, inaccuracies or omissions in the Company Information may affect the Compensation payable to A&G.

4. Additional Services. A&G may provide additional services requested by the Company that are not otherwise specifically provided for in this Agreement. Any additional services will be mutually agreed upon by the Parties and documented in a separate agreement.

5. Recordkeeping. The Services to be provided by A&G pursuant to this Agreement are, in general, transactional in nature. Accordingly, A&G will not bill the Company by the hour or maintain time records.

6. Expenses and Disbursements. The Company shall reimburse A&G for A&G’s actual reasonable out-of-pocket expenses (including, but not limited to, legal, mailing, marketing) incurred in connection with its retention and provision of Services, subject to the incurrence of expenses being pre-approved in writing by the Company. This includes, but is not limited to, responding to any litigation or other type of inquiry, deposition or otherwise relating to the Services or this Agreement. Any undisputed reimbursable expenses shall be paid to A&G within twenty-one (21) days upon receipt of invoice accompanied by supporting documentation.

7. Exclusive. During the Term of this Agreement, A&G shall have the sole and exclusive authority to perform the Services for the Leases set forth on Schedule A; provided, however, that nothing herein shall prohibit the Company’s employees

from communicating with Landlords relating to day-to-day operations at the premises of such Landlords. The Company agrees to forward to A&G all relevant inquiries regarding the Leases made to the Company, its representatives or related parties. Schedule A may be amended from time to time during the term of this Agreement to add additional Leases or to delete any Leases upon mutual written consent by the Parties.

The Company acknowledges that A&G may be engaged to provide the same or similar services as those referenced herein to other persons or entities and that any such engagement shall not constitute or be deemed to be a violation of this Agreement, provided that it does not present an actual or potential conflict of interest or otherwise does not interfere with A&G's ability to provide the Services.

8. Company's Representative. Wade Haddad, Senior Vice-President of Real Estate, will be the Company's representative ("Company Representative") in dealing with A&G. The Company reserves the right, at any time and from time-to-time, upon written notice to A&G, to designate a successor representative or an additional representative and to limit the authority of the representative in any respect. A&G will report regularly to the Company's Representative in order to keep him/her fully apprised of A&G's performance. The designated principal representative for A&G will be Emilio Amendola. Any change in the designated representative for A&G from Emilio Amendola shall require the written consent of the Company, which may be withheld in its sole discretion.
9. Company Cooperation. The Company shall provide A&G with all information concerning the Leases reasonably necessary for the performance of A&G's obligations hereunder, including, but not limited to (a) copies of the Leases and any Lease abstracts, (b) populating an Excel spreadsheet provided by A&G with, among other things, current rents, taxes and other charges relating to the Leases, rent bumps, percentage rent and breakpoints, premises size, the commencement and expiration dates of the Leases, any Lease options, up to date Landlord contact information (including name, email and phone number information for each Landlord), any outstanding or deferred rent, and any default letters sent by Landlords, and (c) such other information as A&G requests for the performance of its Services (collectively, the "Lease Information"). The Company also agrees to complete Schedule A, which shall include any proposed request for each Lease (the "Lease Request"). Additionally, the Company agrees to utilize its own financial analysts to prepare financial models relative to rent reduction requests, while A&G will provide guidance and assumptions to assist the Company in the preparation of the requests to Landlords.

All information provided by the Company to A&G, including, but not limited to, the Company's goals and objectives, financial information and the Lease Information referenced above, shall collectively be referred to as "Company Information." It is understood and agreed by the Parties that A&G shall have no obligation to verify the accuracy of such information and that A&G shall have no

liability whatsoever resulting from, whether directly or indirectly, the inaccuracy or incompleteness of the Company Information. Both Parties understand and agree that A&G shall base its Services on the Company Information and any material inaccuracies, discrepancies or omissions in the information may delay or impede A&G's ability to render the Services. In the event the Company Information turns out to be inaccurate, the Company shall provide such personnel and administrative support as necessary to correct the information. Furthermore, both Parties understand and agree that the commencement of this Agreement and the continuation of its Services are contingent upon A&G's receipt of the Company Information.

Additionally, the Company agrees to assist A&G in the performance of its Services, including but not limited to, by (i) providing a response, within seven (7) business days of A&G's transmittal to the Company of a Deal Sheet (as defined in Schedule B) for each Lease (the "Deal Sheet Deadline"), which states whether a proposed Service transaction is approved or not, and (ii) providing all necessary legal support to review Documents (as defined below) submitted by A&G in connection with a Service and getting all Documents in form and substance acceptable to the Company executed accurately and timely. In addition, the Company shall track the status of all Documents through an A&G legal tracking report provided by A&G.

Notwithstanding anything herein to the contrary, the Company shall be in no way obligated to enter into any Lease Modification, Lease Termination, Early Termination Right, Sublease or other transaction or commitment arising out of the Services and that such decision shall remain in the Company's sole discretion.

10. Use of Company Name. A&G may use the Company's name and logo to identify the Company as one of A&G's clients.
11. No Authority to Execute Agreements. A&G shall have no right or power to enter into any agreement in the name of or on behalf of the Company or to otherwise obligate the Company in any manner unless authorized in writing.
12. Meetings. After the commencement of the Agreement, A&G shall meet with, in a manner agreed to by the Parties, the Company's Representative(s) to review the Company's goals, objectives and financial parameters. Thereafter, A&G will meet with or participate in telephone conferences with the Company's Representative(s) regarding the status of the Services as mutually agreed to by the Parties; provided that such meetings will be not less than weekly and that A&G shall provide in advance an updated A&G tracking report referenced in Section 9 above.
13. Disclosures/Reports. All information, advice, recommendations (whether written or oral) or any reports, presentations or other communications that A&G provides under the terms of this Agreement are solely for the benefit of the Company and no such opinion, advice, recommendations or reports shall be used for any other purpose, or reproduced, disseminated, quoted or referred to at any time, in any manner, other than as provided herein, without the prior written consent of A&G.

Notwithstanding the foregoing, the Company may provide such information, advice and recommendations to its representatives, consultants, Board of Directors and attorneys as required to effectuate the Services, provided however that both Parties understand and agree that A&G shall have no liability to such Parties and such Parties are not intended to be third-party beneficiaries to this Agreement.

If the Company receives a subpoena, summons or court order by any federal, state or other regulatory agency having jurisdiction over the Company relating in any respect to A&G or its Services, the Company shall promptly notify A&G, if legally permissible, so that A&G may obtain, at its sole cost, a protective order for such information. If A&G is unable to obtain a protective order and the Company is required to provide information regarding A&G and/or the Services, the Company agrees to provide only that information which is legally required and to use reasonable efforts to ensure the confidentiality of such information and documentation.

14. Independent Contractor. Each Party acknowledges and agrees that the arrangements contemplated herein are and will be for the provision of the Services and that nothing contained herein shall create or be construed as creating a contract or other arrangement of employment between the Company and A&G. A&G shall provide the Services as an independent contractor and not as an employee, agent, partner or joint venture of the Company.
15. Early Termination. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice in accordance with the notice provision below. Additionally, if either Party fails to perform its obligations in accordance with the terms herein and does not cure such failure within ten (10) days after written notice of default, the other Party will have the right to terminate this Agreement by notice of termination to the non-performing Party, effective ten (10) days after the date of such notice. Additionally, if for any reason either Party becomes unable to perform its duties as a result of a legal, contractual or regulatory restriction, such Party shall have the right to terminate this Agreement. Any rights or obligations incurred or accrued by either Party prior to termination shall survive termination of this Agreement.
16. Assignment. Neither Party may delegate or assign its rights and obligations under this Agreement in whole or in part to an unaffiliated third party without the prior written consent of the other Party.
17. Notices. Unless otherwise expressly provided herein or waived in writing by the Party to whom notice is given, any notice or other communication required or permitted hereunder will be effective if given in writing (i) when delivered by hand; (ii) three days after sent by certified mail, return receipt requested; (iii) when delivered by electronic email communication to the email address set forth below and verified by confirmed receipt; or (iv) one day after delivery to a commercial overnight courier, and addressed to the Parties as follows:

To the Company:

Bed Bath & Beyond, Inc.
650 Liberty Avenue
Union, New Jersey 07083
Attention: Wade Haddad, SVP Real Estate
Email: Wade.Haddad@BedBath.com

With a copy to:

Bed Bath & Beyond, Inc.
650 Liberty Avenue
Union, New Jersey 07083
Attention: Chief Legal Officer
Email: Arlene.Hong@BedBath.com

To A&G:

A&G Realty Partners, LLC
445 Broadhollow Road, Suite 410
Melville, NY 11747
Attn: Emilio Amendola, Co-President
Tel: (631) 465-9507
Email: emilio@agrep.com

18. **Representations, Warranties and Covenants.** Each Party has all requisite power and authority to enter into this Agreement. This Agreement has been validly authorized by all necessary corporate action and constitutes a legal, valid and binding agreement of the Company and A&G. Each Party represents that this Agreement does not and will not violate any applicable law or conflict with any agreement, instrument, judgment, order or decree to which it is a party or by which it is bound. Furthermore, each Party represents and agrees that it will comply with all applicable laws, rules, regulations, orders or decrees during the term of this Agreement in performing its obligations hereunder. Each Party agrees to deal with the other fairly and in good faith so as to allow each Party to perform their duties and earn the benefit of this Agreement. A&G agrees to utilize commercially reasonable efforts and diligence to achieve the purpose of this Agreement.
19. **Survival of Fee.** In the event that following the termination or earlier expiration of this Agreement, (i) a Fee Event (as defined below) occurs with a Landlord or other third party within 90 days after the date that this Agreement terminates or expires, (ii) A&G has substantially performed the Services which are the proximate cause of such Fee Event, and (iii) A&G would have been entitled to a fee pursuant to this Agreement but for the termination or expiration of this Agreement, then in that event, A&G shall be entitled to and paid its fee pursuant to the terms of this Agreement notwithstanding the fact that the Agreement has terminated or expired. Such Survival of Fee will terminate ninety (90) days after the termination or expiration of this Agreement.

20. **Intellectual Property.** A&G may use data, software, designs, utilities, tools, models, systems and other methodologies that it owns or licenses in performing the Services hereunder. Notwithstanding the delivery of any reports by A&G to the Company, A&G shall retain all intellectual property rights in such materials (including any improvements or knowledge developed while performing the Services) and in any working papers compiled in connection with the Services.
21. **Indemnification.** The Company agrees to indemnify A&G and its affiliates, officers, directors, employees, agents and independent contractors, and hold each of them harmless from and against all third party claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, asserted against, resulting from (directly or indirectly), or related to the Services or actions or omissions of A&G or the Company taken pursuant to this Agreement or in any written agreement entered into in connection herewith except to the extent that such claims or liabilities arise as a direct result of A&G's fraud, negligence or misconduct as determined by a final non-appealable order of a court of competent jurisdiction.
22. **Limitation on Liability.** Neither Party shall be responsible for any indirect, incidental, consequential, exemplary, punitive or other special damages (including, but not limited to, loss of profits and damage to reputation or business) arising under or by reason of this Agreement, the Services or any act or omission hereunder. Neither Party shall be liable if it is unable to perform its responsibilities hereunder as a result of events beyond its control. Furthermore, except in the event A&G's errors and omissions policy is available to cover any claim against A&G hereunder, in no event shall A&G's liability for a default or breach of this Agreement exceed the amount of fees paid to A&G hereunder, unless such breach or default arises from fraud or willful misconduct by A&G. A&G represents and warrants that A&G maintains an errors and omissions policy with liability limits of \$4,000,000 as of the Agreement Date and that primary and any excess policies are in full force and effect. A&G shall maintain an errors and omissions policy with liability limits of not less than \$4,000,000 in full force and effect at all times during the Term of this Agreement.
23. **Confidentiality.** Each of the Parties shall be bound by the confidentiality and other obligations contained in the non-disclosure agreement, dated as of August 2, 2022, the terms of which are incorporated into this Agreement by reference.
24. **Binding Effect. No Third-Party Beneficiaries.** This Agreement binds and inures to the benefit of the Parties hereto and their respective successors and permitted assigns and except as expressly provided herein, is not intended to confer any rights or remedies upon any person not a party to this Agreement.
25. **Waivers and Amendments.** Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. This Agreement (including the Schedule (s) attached hereto) may not be waived, amended, or modified by either Party unless in writing and signed by the Parties hereto.

26. **Severability.** If any provision, or any portion of any provision, contained in this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then it is the intent of the Parties to modify or limit such provision or portion thereof so as to be valid and enforceable to the extent permitted under applicable law. In the event that such provision or portion thereof cannot be modified, then such provision or portion thereof shall be deemed omitted and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
27. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, and undertakings are superseded by this Agreement.
28. **Counterpart Execution/Facsimile and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. Facsimile and electronic signatures on this Agreement and any document contemplated hereby shall be deemed to be original signatures.
29. **Governing Law.** This Agreement shall be governed by the laws of the State of New York without reference to its conflict of laws rules.
30. **Waiver of Jury Trial.** Each of the Parties unconditionally waives, to the fullest extent allowed by law, the right to a jury trial in connection with any claim arising out of or related to this Agreement.
31. **Headings/Tenses.** The section headings and use of defined terms in the singular or plural or past or present tenses in this Agreement are solely for the convenience of the Parties. To the extent that there may be any inconsistency between the headings and/or the tenses and the intended meaning, the intent of the Parties or the provision, the terms of such provision shall govern.
32. **No Presumptions.** This Agreement by shall be deemed drafted by both Parties and there shall be no presumption for or against either Party in the interpretation of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the Agreement Date.

BED BATH & BEYOND INC.

By: 
Name: Wade Haddad
Title: SVP Real Estate and Construction

A&G REALTY PARTNERS, LLC

By: 
Name: Emilio Amendola
Title: Co-President

Schedules

- Schedule A Leases/Company Information/Lease Request
- Schedule B Compensation
- Schedule C A&G Weekly Reporting Template
- Schedule D A&G Deal Sheet Template

Schedule A

Leases/Company Information/Lease Request

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	1175	BBB	601 E. Dimond Boulevard	Anchorage, AK	AK
Store Lease	148	BBB	313 Summit Boulevard	Birmingham, AL	AL
Store Lease	1190	BBB	3800 Gulf Shores Parkway	Gulf Shores, AL	AL
Store Lease	98	BBB	1771 Montgomery Hwy	Hoover, AL	AL
Store Lease	405	BBB	6888 Governors West	Huntsville, AL	AL
Store Lease	1409	BBB	1320 McFarland Blvd E	Tuscaloosa, AL	AL
Store Lease	278	BBB	3816 North Mall Avenue	Fayetteville, AR	AR
Store Lease	228	BBB	12309 Chenal Parkway, Suite A	Little Rock, AR	AR
Store Lease	1142	BBB	2203 Promenade Boulevard	Rogers, AR	AR
Store Lease	591	BBB	10060 W. McDowell Road	Avondale, AZ	AZ
Store Lease	189	BBB	850 N. 54th Street	Chandler, AZ	AZ
Store Lease	1033	BBB	2793 S Market St	Gilbert, AZ	AZ
Store Lease	233	BBB	7340 West Bell Road	Glendale, AZ	AZ
Store Lease	1162	BBB	SEC Dobson Road & Loop 202	Mesa, AZ	AZ
Store Lease	1077	BBB	1919 East Camelback Road	Phoenix, AZ	AZ
Store Lease	573	BBB	7000 E. Mayo Blvd., Building 12	Phoenix, AZ	AZ
Store Lease	1307	BBB	3250 Gateway Blvd. Ste. 508	Prescott, AZ	AZ
Store Lease	606	BBB	13723 W. Bell Road	Surprise, AZ	AZ
Store Lease	47	BBB	4811 E. Grant Road, Suite 131	Tucson, AZ	AZ
Store Lease	766	BBB	6310 N. Oracle Road	Tuscon, AZ	AZ
Store Lease	1266	BBB	Bear Valley Road & Jess Ranch Parkway	Apple Valley, CA	CA
Store Lease	407	BBB	5000 Stockdale Highway	Bakersfield, CA	CA
Store Lease	8	BBB	6530 Canoga Avenue	Canoga Park, CA	CA
Store Lease	540	BBB	3555 Clares Street, Suite J	Capitola, CA	CA
Store Lease	315	BBB	303 Gellert Boulevard	Daly City, CA	CA
Store Lease	173	BBB	4882 Dublin Boulevard	Dublin, CA	CA
Store Lease	562	BBB	3300 Broadway	Eureka, CA	CA
Store Lease	225	BBB	7497 N. Blackstone Avenue	Fresno, CA	CA
Store Lease	820	BBB	189 North Fairview Ave	Goleta, CA	CA
Store Lease	384	BBB	1557 Vine Street	Hollywood, CA	CA
Store Lease	1030	BBB	79-110 Hwy 111	La Quinta, CA	CA
Store Lease	275	BBB	25732 El Paseo	Mission Viejo, CA	CA

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	254	BBB	3900 Sisk Road	Modesto, CA	CA
Store Lease	1097	BBB	24450 Village Walk Place	Murrieta, CA	CA
Store Lease	26	BBB	590 2nd Street	Oakland, CA	CA
Store Lease	139	BBB	2120 Vista Way	Oceanside, CA	CA
Store Lease	1305	BBB	5200 E. Ramon Road Building B	Palm Springs, CA	CA
Store Lease	183	BBB	3341 East Foothill Boulevard	Pasadena, CA	CA
Store Lease	261	BBB	15 Crescent Drive	Pleasant Hill, CA	CA
Store Lease	101	BBB	11530 4th Street, Suite 120	Rancho Cucamonga, CA	CA
Store Lease	776	BBB	27450 Lugonia Avenue	redlands, CA	CA
Store Lease	539	BBB	1950 El Camino Real	Redwood City, CA	CA
Store Lease	538	BBB	3700 Tyler Street, Suite 14	Riverside, CA	CA
Store Lease	307	BBB	1120 Galleria Blvd.	Roseville, CA	CA
Store Lease	569	BBB	2725 Marconi Ave	Sacramento, CA	CA
Store Lease	31	BBB	1750 Camino Del Rio North	San Diego, CA	CA
Store Lease	127	BBB	5201 Stevens Creek Boulevard	Santa Clara, CA	CA
Store Lease	24	BBB	2785 Santa Rosa Avenue	Santa Rosa, CA	CA
Store Lease	412	BBB	1290 Seal Beach Blvd.	Seal Beach, CA	CA
Store Lease	25	BBB	12555 Ventura Boulevard	Studio City, CA	CA
Store Lease	138	BBB	121 South Weslake Boulevard	Thousand Oaks, CA	CA
Store Lease	475	BBB	2595 Pacific Coast Highway	Torrance, CA	CA
Store Lease	821	BBB	4040 East Main Street	Ventura, CA	CA
Store Lease	20	BBB	11854 West Olympic Blvd	W. Los Angeles, CA	CA
Store Lease	436	BBB	5560 South Parker Road	Aurora, CO	CO
Store Lease	338	BBB	2180 Southgate Road	Colorado Springs, CO	CO
Store Lease	200	BBB	1790 E. Woodmen Road	Colorado Springs, CO	CO
Store Lease	1321	BBB	800 South Camino Del Rio	Durango, CO	CO
Store Lease	194	BBB	110 W. Troutman Parkway	Fort Collins, CO	CO
Store Lease	68	BBB	370 S. Colorado Blvd	Glendale, CO	CO

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	838	BBB	9315 Dorchester	Highlands Ranch, CO	CO
Store Lease	137	BBB	14383 West Colfax Avenue	Lakewood, CO	CO
Store Lease	279	BBB	7421 West Bowles Avenue	Littleton, CO	CO
Store Lease	1108	BBB	205 Ken Pratt Blvd Suite 240	Longmont, CO	CO
Store Lease	605	BBB	11435 Twenty Mile Road	Parker, CO	CO
Store Lease	355	BBB	7225 W. 88th Ave.	Westminster, CO	CO
Store Lease	837	BBB	14 Candlewood Lake Road	Brookfield, CT	CT
Store Lease	311	BBB	530 Bushy Hill Road	Simsbury, CT	CT
Store Lease	1177	BBB	3100 14th Street NW	Washington, DC	DC
Store Lease	1341	BBB	331 West Main Street	Newark, DE	DE
Store Lease	1422	BBB	30134 Veterans Way	Rehoboth Beach, DE	DE
Store Lease	197	BBB	19205 Biscayne Boulevard	Aventura, FL	FL
Store Lease	385	BBB	1400C Glades Road	Boca Raton, FL	FL
Store Lease	551	BBB	825 Cortez Rd West	Bradenton, FL	FL
Store Lease	1304	BBB	1827 NE Pine Island Road	Cape Coral, FL	FL
Store Lease	214	BBB	23676 US Hwy 19 North	Clearwater, FL	FL
Store Lease	1110	BBB	S.W. 33rd Avenue and S.W. 22nd Street	Coral Gables, FL	FL
Store Lease	359	BBB	1801 South University Drive	Davie, FL	FL
Store Lease	236	BBB	2500 W. International Speedway Boulevard	Daytona Beach, FL	FL
Store Lease	400	BBB	4441 Commons Drive East	Destin, FL	FL
Store Lease	454	BBB	2701 N. Federal Highway	Ft. Lauderdale, FL	FL
Store Lease	285	BBB	13499 South Cleveland Avenue	Ft. Myers, FL	FL
Store Lease	245	BBB	6855 Newberry Road	Gainesville, FL	FL
Store Lease	1138	BBB	4054 South 3rd Street	Jacksonville Beach, FL	FL
Store Lease	808	BBB	322 North John Young Parkway	Kissimmee, FL	FL
Store Lease	1234	BBB	546 N. Highway 441	Lady Lake, FL	FL
Store Lease	1028	BBB	1500 Town Center Drive	Lakeland, FL	FL
Store Lease	833	BBB	2291 Town Center Avenue	Melbourne, FL	FL
Store Lease	46	BBB	8380 South Dixie Highway	Miami, FL	FL

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	579	BBB	10640 N. W. 19th Street	Miami, FL	FL
Store Lease	128	BBB	5351 N. Airport Road	Naples, FL	FL
Store Lease	1125	BBB	13585 Tamiami Trail N. Unit #6	Naples, FL	FL
Store Lease	523	BBB	2701 SW College Road	Ocala, FL	FL
Store Lease	1143	BBB	Colonial Landing	Orlando, FL	FL
Store Lease	273	BBB	2410 PGA Boulevard	Palm Beach Gardens, FL	FL
Store Lease	1367	BBB	15600 Panama City Beach Parkway	Panama City Beach, FL	FL
Store Lease	525	BBB	5450 N. 9th Avenue	Pensacola, FL	FL
Store Lease	424	BBB	18700 Veterans Blvd.	Port Charlotte, FL	FL
Store Lease	1268	BBB	Building # 4	Sarasota, FL	FL
Store Lease	235	BBB	6567 S. Tamiami Trail	Sarasota, FL	FL
Store Lease	556	BBB	320 CBL Drive	St. Augustine, FL	FL
Store Lease	178	BBB	2060 66th Street North	St. Petersburg, FL	FL
Store Lease	213	BBB	2450 NW Federal Highway	Stuart, FL	FL
Store Lease	388	BBB	1574 Governors Square Blvd.	Tallahassee, FL	FL
Store Lease	99	BBB	13123 N. Dale Mabry Highway	Tampa, FL	FL
Store Lease	154	BBB	TBD	TBD	FL
Store Lease	518	BBB	6150 20th Street	Vero Beach, FL	FL
Store Lease	1209	BBB	5845 Wesley Grove Boulevard	Wesley Chapel, FL	FL
Store Lease	55	BBB	1875 Palm Beach Lakes Blvd.	West Palm Beach, FL	FL
Store Lease	1338	BBB	3215 Daniels Road	Winter Garden, FL	FL
Store Lease	103	BBB	6050 North Point Parkway	Alpharetta, GA	GA
Store Lease	313	BBB	1791 Oconee Connector, Suite 350	Athens, GA	GA
Store Lease	1094	BBB	2955 Cobb ParkwaySE	Atlanta, GA	GA
Store Lease	1014	BBB	1235 Caroline Street NE	Atlanta, GA	GA
Store Lease	155	BBB	221 Robert C Daniel Jr Pkwy	Augusta, GA	GA
Store Lease	255	BBB	1705 Mall of Georgia Blvd.	Buford, GA	GA

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	470	BBB	5555 Whittlesey Blvd	Columbia, GA	GA
Store Lease	66	BBB	800 Ernest Barrett Parkway	Kennesaw, GA	GA
Store Lease	497	BBB	1898 Jonesboro Road	McDonough, GA	GA
Store Lease	1119	BBB	1245 North Peachtree Parkway	Peachtree City, GA	GA
Store Lease	529	BBB	7400 Abercorn Street	Savannah, GA	GA
Store Lease	1265	BBB	Margie Drive & State Route 247	Warner Robins, GA	GA
Store Lease	1326	BBB	98-145 Kaonohi Street	Aiea, HI	HI
Store Lease	428	BBB	11101 University Avenue	Clive, IA	IA
Store Lease	559	BBB	440 W. Wilbur Avenue	Coeur D' Alene, ID	ID
Store Lease	626	BBB	3011 S. 25th East	Idaho Falls, ID	ID
Store Lease	333	BBB	1350 North Eagle Road	Meridian, ID	ID
Store Lease	63	BBB	1800 North Clybourn, Suite A	Chicago, IL	IL
Store Lease	32	BBB	96 S. Waukegan Rd.	Deerfield, IL	IL
Store Lease	53	BBB	1548 Butterfield Road	Downers Grove, IL	IL
Store Lease	623	BBB	11165 W. Lincoln Highway	Frankfort, IL	IL
Store Lease	133	BBB	336 S Rte. 59	Naperville, IL	IL
Store Lease	108	BBB	6309 East State Street	Rockford, IL	IL
Store Lease	486	BBB	5545 W. Touhy Ave.	Skokie, IL	IL
Store Lease	1203	BBB	7175 Kingery Highway	Willowbrook, IL	IL
Store Lease	564	BBB	1950-6 Greyhound Pass	Carmel, IN	IN
Store Lease	375	BBB	280 North Green River Road	Evansville, IN	IN
Store Lease	363	BBB	777 N Highway 31	Greenwood, IN	IN
Store Lease	215	BBB	5802 Grape Road Suite B	Mishawaka, IN	IN
Store Lease	1308	BBB	124 US Highway 41	Schererville, IN	IN
Store Lease	87	BBB	12035 Metcalf Avenue	Overland Park, KS	KS
Store Lease	326	BBB	2750 N. Greenwich Ct.	Wichita, KS	KS
Store Lease	1053	BBB	2757 Town Center Blvd	Crestview Hills, KY	KY
Store Lease	800	BBB	2321 Sir Barton Way	Lexington, KY	KY
Store Lease	293	BBB	996 Breckinridge Lane	Louisville, KY	KY

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	248	BBB	10505 South Mall Drive	Baton Rouge, LA	LA
Store Lease	1392	BBB	10129 Crossing Way, Suite 420	Denham Springs, LA	LA
Store Lease	321	BBB	3617 Ambassador Caffery	Lafayette, LA	LA
Store Lease	492	BBB	4410 Veterans Blvd	Metairie, LA	LA
Store Lease	450	BBB	366 Southbridge Street	Auburn, MA	MA
Store Lease	149	BBB	400 Grossman Drive	Braintree, MA	MA
Store Lease	350	BBB	180 Endicott Street	Danvers, MA	MA
Store Lease	1227	BBB	330 Patriots Place	Foxborough, MA	MA
Store Lease	1258	BBB	Lincoln Street (3A) & Shipyard	Hingham, MA	MA
Store Lease	487	BBB	65 Independence Drive	Hyannis, MA	MA
Store Lease	1044	BBB	200 Colony Place	Plymouth, MA	MA
Store Lease	810	BBB	119 Middlesex Ave	Somerville, MA	MA
Store Lease	52	BBB	9021 Snowden River Parkway	Columbia, MD	MD
Store Lease	439	BBB	2382 Brandermill Boulevard	Crofton, MD	MD
Store Lease	188	BBB	5413 Urbana Pike	Frederick, MD	MD
Store Lease	33	BBB	c/o Property Management Account Services LLC	ROCKVILLE, MD	MD
Store Lease	196	BBB	1238 Putty Hill Avenue	Towson, MD	MD
Store Lease	169	BBB	3270 Crain Highway	Waldorf, MD	MD
Store Lease	1150	BBB	42 Whitten Road, Suite 1	Augusta, ME	ME
Store Lease	365	BBB	490 Stillwater Avenue	Bangor, ME	ME
Store Lease	433	BBB	200 Running Hill Road	South Portland, ME	ME
Store Lease	295	BBB	31535 Southfield Road	Beverly Hills, MI	MI
Store Lease	202	BBB	4901 28th Street, SE	Grand Rapids, MI	MI
Store Lease	368	BBB	43610 West Oaks Drive	Novi, MI	MI
Store Lease	1154	BBB	910 Spring Street	Petoskey, MI	MI
Store Lease	378	BBB	1242 South Rochester Road	Rochester Hills, MI	MI
Store Lease	166	BBB	30801 Gratiot	Roseville, MI	MI
Store Lease	49	BBB	12020 Hall Road	Sterling Heights, MI	MI
Store Lease	364	BBB	23871 Eureka Blvd	Taylor, MI	MI

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	762	BBB	3301 N. US 31 South	Traverse City, MI	MI
Store Lease	414	BBB	14910 Florence Trail	Apple Valley, MN	MN
Store Lease	456	BBB	7950 Wedgewood Lane N.	Maple Grove, MN	MN
Store Lease	482	BBB	8264 Tamarack Village	Woodbury, MN	MN
Store Lease	147	BBB	141 Highlands Boulevard Drive	Manchester, MO	MO
Store Lease	490	BBB	3308 S, Glenstone Ave	Springfield, MO	MO
Store Lease	157	BBB	281 Mid Rivers Mall Drive	St. Peters, MO	MO
Store Lease	589	BBB	3951 Promenade Parkway	D'Iberville, MS	MS
Store Lease	1259	BBB	760 Mackenzie Lane	Flowood, MS	MS
Store Lease	1313	BBB	6400 Towne Center Loop	Southaven, MS	MS
Store Lease	1310	BBB	2821 King Ave West	Billings, MT	MT
Store Lease	1115	BBB	2155 West Cattail Street	Bozeman, MT	MT
Store Lease	1073	BBB	2411 Highway 93 North	Kalispell, MT	MT
Store Lease	1157	BBB	3017 Paxson Street	Missoula, MT	MT
Store Lease	1011	BBB	200 Aberdeen Commons	Aberdeen, NC	NC
Store Lease	268	BBB	83 G South Tunnel Road	Ashville, NC	NC
Store Lease	124	BBB	405 Cross Roads Boulevard	Cary, NC	NC
Store Lease	309	BBB	9559 South Blvd.	Charlotte, NC	NC
Store Lease	774	BBB	3616 Witherspoon Blvd.	Durham, NC	NC
Store Lease	560	BBB	5075 Morganton Road	Fayetteville, NC	NC
Store Lease	1126	BBB	1618 Highwoods Blvd.	Greensboro, NC	NC
Store Lease	1405	BBB	208 Grand Hill Place	Holly Springs, NC	NC
Store Lease	426	BBB	1305 Western Blvd.	Jacksonville, NC	NC
Store Lease	435	BBB	10530 Northeast Parkway	Matthews, NC	NC
Store Lease	1179	BBB	627 River Highway	Mooresville, NC	NC
Store Lease	1237	BBB	5160 Highway 70 Suite 600	Morehead City, NC	NC
Store Lease	832	BBB	3604 Sumner Blvd.	Raleigh Triangle, NC	NC
Store Lease	418	BBB	352 South College Road, Unit 10B	Wilmington, NC	NC

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	317	BBB	1020 Hanes Mall Blvd.	Winston-Salem, NC	NC
Store Lease	328	BBB	4340 13th Avenue SW	Fargo, ND	ND
Store Lease	211	BBB	2960 Pine Lake Road, Suite A	Lincoln, NE	NE
Store Lease	771	BBB	255 N. 170th Street	Omaha, NE	NE
Store Lease	1021	BBB	1220 South 71st Street	Omaha, NE	NE
Store Lease	756	BBB	5 Colby Court	Bedford, NH	NH
Store Lease	841	BBB	10 Loudon Rd.	Concord, NH	NH
Store Lease	542	BBB	261 Daniel Webster Highway	Nashua, NH	NH
Store Lease	1244	BBB	100 Durgin Lane	Portsmouth, NH	NH
Store Lease	380	BBB	265 South Broadway	Salem, NH	NH
Store Lease	224	BBB	51 Chambersbridge Road	Brick, NJ	NJ
Store Lease	27	BBB	2130 Marlton Pike W Suite D	Cherry Hill, NJ	NJ
Store Lease	1096	BBB	404 Route 3 West	Clifton, NJ	NJ
Store Lease	207	BBB	1755 Deptford Center Rd	Deptford, NJ	NJ
Store Lease	159	BBB	180 Route 10 West	East Hanover, NJ	NJ
Store Lease	266	BBB	92 Route 36	Eatontown, NJ	NJ
Store Lease	1309	BBB	160 Marketplace Boulevard	Hamilton, NJ	NJ
Store Lease	289	BBB	1115 Route 35	Middletown, NJ	NJ
Store Lease	1091	BBB	3201 Route 9	Rio Grande, NJ	NJ
Store Lease	1	BBB	715 Morris Avenue	Springfield, NJ	NJ
Store Lease	477	BBB	545 Route 46	Totowa, NJ	NJ
Store Lease	160	BBB	675 U.S. 1	Woodbridge Township, NJ	NJ
Store Lease	111	BBB	2451 San Mateo Boulevard NE Suite D	Albuquerque, NM	NM
Store Lease	1133	BBB	3601 Old Airport Road,	Albuquerque, NM	NM
Store Lease	524	BBB	4250 Cerrillos Road, Suite 1214	Santa Fe, NM	NM
Store Lease	422	BBB	621 Marks Street	Henderson, NV	NV
Store Lease	485	BBB	2100 N. Rainbow	Las Vegas, NV	NV
Store Lease	503	BBB	2315 Summa Drive #180	Las Vegas, NV	NV
Store Lease	208	BBB	4983 S. Virginia Street	Reno, NV	NV
Store Lease	40	BBB	32 Wolf Road	Albany, NY	NY

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	1056	BBB	3701 McKinley Parkway	Blasdell, NY	NY
Store Lease	37	BBB	Smith Haven Plaza	Lake Grove, NY	NY
Store Lease	42	BBB	620 6th Avenue	Manhattan, NY	NY
Store Lease	507	BBB	3640 Long beach Road	Oceanside, NY	NY
Store Lease	135	BBB	96-05 Queens Boulevard	Rego Park, NY	NY
Store Lease	1314	BBB	1440 Old Country Road	Riverhead, NY	NY
Store Lease	260	BBB	950 Merchant Concourse	Westbury, NY	NY
Store Lease	1059	BBB	4401 Transit Road	Williamsville, NY	NY
Store Lease	394	BBB	2141 Central Park Ave	Yonkers, NY	NY
Store Lease	301	BBB	2719 Edmondson Road	Cincinnati, OH	OH
Store Lease	370	BBB	3708 W. Dublin-Granville Road	Columbus, OH	OH
Store Lease	462	BBB	6142 Wilmington Pike	Dayton, OH	OH
Store Lease	768	BBB	5800 Deerfield Road	Mason, OH	OH
Store Lease	119	BBB	6725 Strip Avenue NW	North Canton, OH	OH
Store Lease	204	BBB	6025 Kruse Drive, Suite 123	Solon, OH	OH
Store Lease	1082	BBB	5135 Monroe Street	Toledo, OH	OH
Store Lease	54	BBB	30083 Detroit Road	Westlake, OH	OH
Store Lease	358	BBB	550 Boardban Poland Road	Youngstown, OH	OH
Store Lease	544	BBB	412 S. Bryant Ave	Edmond, OK	OK
Store Lease	164	BBB	2848 N.W. 63rd Street	Oklahoma City, OK	OK
Store Lease	86	BBB	10011 East 71st Street	Tulsa, OK	OK
Store Lease	812	BBB	63455 North Highway 97	Bend, OR	OR
Store Lease	319	BBB	95 Oakway Center	Eugene, OR	OR
Store Lease	431	BBB	18043 NW Evergreen Parkway	Hillsboro, OR	OR
Store Lease	1127	BBB	6180 Ulali Drive	Keizer, OR	OR
Store Lease	136	BBB	16800 Southwest 72nd Avenue	Tigard, OR	OR
Store Lease	775	BBB	4449 Southmont Way	Easton, PA	PA
Store Lease	432	BBB	108 Bartlett Ave	Exton, PA	PA
Store Lease	271	BBB	5125 Jonestown Road	Harrisburg, PA	PA
Store Lease	337	BBB	490 Waterfront Drive East	Homestead, PA	PA
Store Lease	227	BBB	905 Old York Road	Jenkintown, PA	PA

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	1331	BBB	2350 Lincoln Highway East Suite 100	Lancaster, PA	PA
Store Lease	336	BBB	20 West Road	Newtown, PA	PA
Store Lease	1327	BBB	500 Shoppes at Stroud	Stroudsburg, PA	PA
Store Lease	449	BBB	1015 Main Street	Warrington, PA	PA
Store Lease	251	BBB	1223 Whitehall Mall	Whitehall, PA	PA
Store Lease	377	BBB	435 Arena Hub Plaza	Wilkes-Barre, PA	PA
Store Lease	577	BBB	San Patricio Plaza	Guaynabo, PR	PR
Store Lease	550	BBB	288 East Main Road	Middletown, RI	RI
Store Lease	372	BBB	1500 Bald Hill Road Suite B	Warwick, RI	RI
Store Lease	437	BBB	146 Station Drive	Anderson, SC	SC
Store Lease	298	BBB	1460 Fording Island Road, Suite 100	Bluffton, SC	SC
Store Lease	592	BBB	946 Orleans Road	Charleston, SC	SC
Store Lease	199	BBB	136 Harbison Boulevard	Columbia, SC	SC
Store Lease	349	BBB	1117 Woodruff Road	Greenville, SC	SC
Store Lease	237	BBB	1744 Town Centre Way	Mt. Pleasant, SC	SC
Store Lease	772	BBB	2400 Coastal Grand Circle	Myrtle Beach, SC	SC
Store Lease	1333	BBB	1365 Eglin Street	Rapid City, SD	SD
Store Lease	1149	BBB	3800 South Louise Avenue	Sioux Falls, SD	SD
Store Lease	558	BBB	2040 Hamilton Place Blvd.	Chattanooga, TN	TN
Store Lease	1312	BBB	4610 Merchants Park Circle Suite 501	Collierville, TN	TN
Store Lease	339	BBB	545 Cool Springs Blvd.	Franklin, TN	TN
Store Lease	327	BBB	3211 Peoples Street, Suite 25	Johnson City, TN	TN
Store Lease	1035	BBB	Colonial Pinnacle at Turkey Creek	Knoxville, TN	TN
Store Lease	611	BBB	2615 Medical Center Parkway	Murfreesboro, TN	TN
Store Lease	476	BBB	7657 Highway 70 South	Nashville, TN	TN
Store Lease	121	BBB	2810 Germantown Parkway	Wolfchase, TN	TN
Store Lease	615	BBB	3417 Catclaw Drive	Abilene, TX	TX
Store Lease	352	BBB	3000 Soncy	Amarillo, TX	TX
Store Lease	129	BBB	4000 Retail Conection Way	Arlington, TX	TX

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	97	BBB	5400 Brodie La, Suite 300	Austin, TX	TX
Store Lease	1161	BBB	1201 Barbara Jordan Boulevard Suite #200	Austin, TX	TX
Store Lease	571	BBB	11066 Pecan Park Boulevard, Bldg. 1	Cedar Park, TX	TX
Store Lease	585	BBB	1430 Texas Avenue South	College Station, TX	TX
Store Lease	1117	BBB	Conroe Village Shopping Center 2920 I-45	Conroe, TX	TX
Store Lease	502	BBB	4717 S. Padre Island Drive,	Corpus Christi, TX	TX
Store Lease	1069	BBB	25839 US Highway 290	Cypress, TX	TX
Store Lease	82	BBB	8005 Park Lane	Dallas, TX	TX
Store Lease	557	BBB	2315 Colorado Boulevard, Suite 180	Denton, TX	TX
Store Lease	1291	BBB	655 Sunland Park Drive	El Paso, TX	TX
Store Lease	1212	BBB	2800 Highway 121 Suite 600	Euless, TX	TX
Store Lease	1403	BBB	6101 Long Prairie Road, Suite 200	Flower Mound, TX	TX
Store Lease	330	BBB	4931 Overton Ridge Blvd.	Fort Worth, TX	TX
Store Lease	404	BBB	2930 Preston Road	Frisco, TX	TX
Store Lease	442	BBB	3102 Kirby Drive	Houston, TX	TX
Store Lease	88	BBB	10515 Katy Freeway, Suite A	Houston, TX	TX
Store Lease	45	BBB	17355 Tomball Parkway Suite 1J	Houston, TX	TX
Store Lease	116	BBB	20514 Highway 59N	Humble, TX	TX
Store Lease	272	BBB	24600 Katy Freeway	Katy, TX	TX
Store Lease	1365	BBB	422 W. Loop 281 Suite 200	Longview, TX	TX
Store Lease	632	BBB	2624 W Loop 289	Lubbock, TX	TX
Store Lease	535	BBB	620 E. Expressway 83	McAllen, TX	TX
Store Lease	825	BBB	2975 Craig Street	McKinney, TX	TX
Store Lease	514	BBB	2705 N. Mesquite Drive	Mesquite, TX	TX
Store Lease	318	BBB	3001-A101 West Loop 250 North	Midland, TX	TX
Store Lease	61	BBB	801 West 15th Street, Suite D	Plano, TX	TX
Store Lease	1024	BBB	963 East Interstate Highway 30	Rockwall, TX	TX
Store Lease	305	BBB	2701-A Parker Drive	Round Rock, TX	TX

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	134	BBB	11745 IH 10 West, Suite 750	San Antonio, TX	TX
Store Lease	1002	BBB	6001 North West Loop 410	San Antonio, TX	TX
Store Lease	430	BBB	1730 N. FM 1604 East	San Antonio, TX	TX
Store Lease	1107	BBB	1050 McKinley Place Drive	San Marcos, TX	TX
Store Lease	1317	BBB	8262 Agora Parkway	Selma, TX	TX
Store Lease	341	BBB	2930 East Southlake Blvd.	Southlake, TX	TX
Store Lease	126	BBB	12520 Fountain Lake Circle	Stafford, TX	TX
Store Lease	67	BBB	TBD	TBD	TX
Store Lease	547	BBB	4820 S. Broadway	Tyler, TX	TX
Store Lease	769	BBB	4633 S Jack Kultgen Expressway	Waco, TX	TX
Store Lease	51	BBB	19801 Gulf Freeway, Suite 1000	Webster, TX	TX
Store Lease	504	BBB	1560 Lake Woodlands Drive	Woodlands, TX	TX
Store Lease	783	BBB	4113 Riverdale Road	Ogden, UT	UT
Store Lease	294	BBB	1169 Wilmington Ave	Salt Lake City, UT	UT
Store Lease	1260	BBB	10433 South State Street	Sandy, UT	UT
Store Lease	292	BBB	50 West 1300 South	South Orem, UT	UT
Store Lease	777	BBB	844 W. Telegraph Steet	Washington CIty, UT	UT
Store Lease	110	BBB	975A N. Emmet Street	Charlottesville, VA	VA
Store Lease	393	BBB	45575 Dulles Eastern Plaza	Dulles, VA	VA
Store Lease	29	BBB	5810 Crossroad Center	Falls Church, VA	VA
Store Lease	765	BBB	3700 Plank Road	Fredericksburg, VA	VA
Store Lease	156	BBB	10050 West Broad Street	Glen Allen, VA	VA
Store Lease	192	BBB	11609 Midlothian Turnpike	Midlothian, VA	VA
Store Lease	172	BBB	12132 A Jefferson Ave.	Newport News, VA	VA
Store Lease	114	BBB	220 Constitution Drive	Virginia Beach, VA	VA
Store Lease	780	BBB	14101 Crossing Place	Woodbridge, VA	VA
Store Lease	1112	BBB	Green Mountain Shopping Plaza	Rutland, VT	VT
Store Lease	181	BBB	115 Trader Lane	Williston, VT	VT
Store Lease	1336	BBB	1915 Marketplace Drive	Burlington, WA	WA

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	250	BBB	3115 196th Street, SW	Lynnwood, WA	WA
Store Lease	1129	BBB	2405 4th Avenue West	Olympia, WA	WA
Store Lease	417	BBB	4102-D South Meridian Street	Puyallup, WA	WA
Store Lease	1207	BBB	401 NE Northgate Way Suite 2100	Seattle, WA	WA
Store Lease	1372	BBB	9991 Mickelberry Road NW, Unit 103	Silverdale, WA	WA
Store Lease	362	BBB	5628 North Division Street	Spokane, WA	WA
Store Lease	371	BBB	240 Andover Park West	Tukwila, WA	WA
Store Lease	1130	BBB	Mill Plain Crossing	Vancouver, WA	WA
Store Lease	839	BBB	825 Pilgrim Way	Green Bay, WI	WI
Store Lease	402	BBB	5445 South 76th Street	Greendale, WI	WI
Store Lease	132	BBB	215 Junction Road	Madison, WI	WI
Store Lease	3031	bbBaby	4351 Creekside Ave.	Hoover, AL	AL
Store Lease	3022	bbBaby	2640 W. Chandler Blvd.	Chandler, AZ	AZ
Store Lease	3119	bbBaby	7375 W Bell Rd	Peoria, AZ	AZ
Store Lease	3023	bbBaby	10080 N. 90th Street	Scottsdale, AZ	AZ
Store Lease	3118	bbBaby	1660 Millenia Avenue	Chula Vista, CA	CA
Store Lease	3108	bbBaby	149 Serramonte Center	Daly City, CA	CA
Store Lease	3058	bbBaby	7621 Laguna Blvd	Elk Grove, CA	CA
Store Lease	3063	bbBaby	1014 N. El Camino Real	Encinitas, CA	CA
Store Lease	3048	bbBaby	7458 North Blackstone Avenue	Fresno, CA	CA
Store Lease	3084	bbBaby	25322 El Paseo	Mission Viejo, CA	CA
Store Lease	3055	bbBaby	3250 Buskirk Ave Suite 300-A	Pleasant Hill, CA	CA
Store Lease	3096	bbBaby	11530 4th Street, Suite 125	Rancho Cucamonga, CA	CA
Store Lease	3097	bbBaby	27651 San Bernardino Avenue	Redlands, CA	CA
Store Lease	3034	bbBaby	5353 Almaden Expressway Suite A 100	San Jose, CA	CA
Store Lease	3088	bbBaby	TBD	TBD	CA
Store Lease	3043	bbBaby	40438 Winchester Road	Temecula, CA	CA
Store Lease	3076	bbBaby	3700 West Torrance Blvd	Torrance, CA	CA
Store Lease	3099	bbBaby	6621 Fallbrook Avenue, Unit B	West Hills, CA	CA

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	3095	bbBaby	22999 Savi Ranch Parkway	Yorba Linda, CA	CA
Store Lease	3105	bbBaby	6492 South Parker Road	Aurora, CO	CO
Store Lease	3132	bbBaby	5134 South Wadsworth Boulevard	Littleton, CO	CO
Store Lease	3138	bbBaby	9420 Sheridan Boulevard	Westminster, CO	CO
Store Lease	3121	bbBaby	1445 New Britain Avenue	West Hartford, CT	CT
Store Lease	3046	bbBaby	501 West Main St	Newark, DE	DE
Store Lease	3072	bbBaby	130 E. Altamonte Dr. Suite #1000	Altamonte Springs, FL	FL
Store Lease	3029	bbBaby	11345 Causeway Blvd	Brandon, FL	FL
Store Lease	3015	bbBaby	2035 N. University Drive	Coral Springs, FL	FL
Store Lease	3025	bbBaby	8241 West Flagler Street Suite 100	Miami, FL	FL
Store Lease	3074	bbBaby	3206 East Colonial Drive	Orlando, FL	FL
Store Lease	3049	bbBaby	11350-11360 Pines Blvd	Pembroke Pines, FL	FL
Store Lease	3071	bbBaby	TBD	TBD	FL
Store Lease	3033	bbBaby	7121 North Point Parkway	Alpharetta, GA	GA
Store Lease	3019	bbBaby	242 Robert C. Daniels Jr. Parkway	Augusta, GA	GA
Store Lease	3100	bbBaby	2555 Cobb Place Lane NW, Suite 50	Kennesaw, GA	GA
Store Lease	3056	bbBaby	1670 Scenic Hwy N Suite 124	Snellville, GA	GA
Store Lease	3073	bbBaby	4100 University Ave, Suite 115	W. Des Moines, IA	IA
Store Lease	3040	bbBaby	5540 Northwest Hwy	Crystal Lake, IL	IL
Store Lease	3009	bbBaby	1556 Butterfield Road	Downers Grove, IL	IL
Store Lease	3064	bbBaby	324 S. Route 59	Naperville, IL	IL
Store Lease	3017	bbBaby	580 E. Golf Road	Schaumburg, IL	IL
Store Lease	3140	bbBaby	425 East University Drive	Granger, IN	IN
Store Lease	3016	bbBaby	1230 N. US 31 Suite A	Greenwood, IN	IN
Store Lease	3051	bbBaby	4030 East 82nd Street	Indianapolis, IN	IN
Store Lease	3057	bbBaby	12055 Metcalf Avenue	Overland Park, KS	KS

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	3104	bbBaby	2756 N. Greenwich Ct.	Wichita, KS	KS
Store Lease	3042	bbBaby	2321 Sir Barton Way	Lexington, KY	KY
Store Lease	3120	bbBaby	5919 Bluebonnet Blvd	Baton Rouge, LA	LA
Store Lease	3060	bbBaby	160 Granite Street	Braintree, MA	MA
Store Lease	3001	bbBaby	683 Rockville Pike	Rockville, MD	MD
Store Lease	3012	bbBaby	42595 Ford Road	Canton, MI	MI
Store Lease	3047	bbBaby	4100 28th Street SE	Kentwood, MI	MI
Store Lease	3137	bbBaby	28512 Telegraph Road	Southfield, MI	MI
Store Lease	3011	bbBaby	13361 Hall Road	Utica, MI	MI
Store Lease	3065	bbBaby	9160 Hudson Road	Woodbury, MN	MN
Store Lease	3070	bbBaby	15355A Manchester Road	Ballwin, MO	MO
Store Lease	3062	bbBaby	20000 East Jackson Drive	Independence, MO	MO
Store Lease	3090	bbBaby	3200 Laclede Station, Suite D	St. Louis, MO	MO
Store Lease	3024	bbBaby	9555 South Blvd.	Charlotte, NC	NC
Store Lease	3131	bbBaby	8050 Concord Mills Boulevard	Concord, NC	NC
Store Lease	3115	bbBaby	2716 Freedom Parkway	Fayetteville, NC	NC
Store Lease	3050	bbBaby	3121 Market Center Drive	Morrisville, NC	NC
Store Lease	3101	bbBaby	12204 K Plaza	Omaha, NE	NE
Store Lease	3028	bbBaby	213 Daniel Webster Highway	Nashua, NH	NH
Store Lease	3037	bbBaby	711 Route 28	Bridgewater, NJ	NJ
Store Lease	3010	bbBaby	1590 Kings Highway North	Cherry Hill, NJ	NJ
Store Lease	3094	bbBaby	530 W. Mount Pleasant Avenue	Livingston, NJ	NJ
Store Lease	3003	bbBaby	Route 17 North	Paramus, NJ	NJ
Store Lease	3092	bbBaby	TBD	TBD	NJ
Store Lease	3006	bbBaby	TBD	TBD	NJ
Store Lease	3081	bbBaby	310 Rt. 36	West Long Branch, NJ	NJ
Store Lease	3130	bbBaby	675 U.S. 1	Woodbridge Township, NJ	NJ
Store Lease	3087	bbBaby	2451 San Mateo Boulevard NE Suite D	Albuquerque, NM	NM
Store Lease	3136	bbBaby	535 North Stephanie Street	Henderson, NV	NV
Store Lease	3112	bbBaby	2315 Summa Drive, Suite 120	Summerlin, NV	NV

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	3083	bbBaby	1261 Niagara Falls Boulevard, #1	Amherst, NY	NY
Store Lease	3036	bbBaby	1440 Central Avenue	Colonie, NY	NY
Store Lease	3005	bbBaby	895 East Gate Boulevard	Garden City East, NY	NY
Store Lease	3007	bbBaby	220 W. 26th Street	New York, NY	NY
Store Lease	3002	bbBaby	1019 Central Park Avenue	Scarsdale, NY	NY
Store Lease	3013	bbBaby	3749 Easton Market	Columbus, OH	OH
Store Lease	3116	bbBaby	6146 Wilmington Pike	Dayton, OH	OH
Store Lease	3044	bbBaby	5255 Deerfield Blvd.	Mason, OH	OH
Store Lease	3093	bbBaby	4045 Richmond Road	Warrenville Heights, OH	OH
Store Lease	3129	bbBaby	292 Main Street	Westlake, OH	OH
Store Lease	3053	bbBaby	10017 East 71st Street	Tulsa, OK	OK
Store Lease	3124	bbBaby	3485 SW Cedar Hills Blvd.	Beaverton, OR	OR
Store Lease	3128	bbBaby	TBD	TBD	OR
Store Lease	3103	bbBaby	751 Horsham Road, Unit B1	Montgomeryville, PA	PA
Store Lease	3026	bbBaby	1915 Whitehall Mall	Whitehall, PA	PA
Store Lease	3032	bbBaby	1117 Woodruff Road	Greenville, SC	SC
Store Lease	3110	bbBaby	2000 Mallory Lane, Suite 400	Franklin, TN	TN
Store Lease	3086	bbBaby	202 Morrell Road	Knoxville, TN	TN
Store Lease	3018	bbBaby	5400 Brodie Lane, Suite 400	Austin, TX	TX
Store Lease	3117	bbBaby	5001-183A Toll Road, Suite i100	Cedar Park, TX	TX
Store Lease	3054	bbBaby	4648 SW Loop 820	Fort Worth, TX	TX
Store Lease	3039	bbBaby	2930 Preston Rd Suite 600	Frisco, TX	TX
Store Lease	3091	bbBaby	17355 Tomball Pkwy, Suite 1K	Houston, TX	TX
Store Lease	3122	bbBaby	20416 Highway 59N	Humble, TX	TX
Store Lease	3052	bbBaby	1451 West Pipeline Rd.	Hurst, TX	TX
Store Lease	3109	bbBaby	24600 Katy Freeway, Suite 200	Katy, TX	TX
Store Lease	3111	bbBaby	500 N. Jackson Road, A-2	Pharr, TX	TX
Store Lease	3021	bbBaby	2712 N. Central Expressway	Plano, TX	TX
Store Lease	3125	bbBaby	522 Northwest Loop 410	San Antonio, TX	TX
Store Lease	3106	bbBaby	2941 E. State Highway 114,	Southlake, TX	TX
Store Lease	3126	bbBaby	12710 Fountain Lake Circle	Stafford, TX	TX

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	3027	bbBaby	TBD	TBD	TX
Store Lease	3134	bbBaby	8930 South Broadway Avenue	Tyler, TX	TX
Store Lease	3067	bbBaby	19801 Gulf Freeway Ste. 800	Webster, TX	TX
Store Lease	3066	bbBaby	10230 South State Street	Sandy, UT	UT
Store Lease	3113	bbBaby	24670 Dulles Landing Drive,	Dulles, VA	VA
Store Lease	3008	bbBaby	6398 Springfield Plaza	Springfield, VA	VA
Store Lease	3080	bbBaby	2700 Potomac Mills Circle Suite 100	Woodbridge, VA	VA
Store Lease	3098	bbBaby	17686 Southcenter Parkway	Tukwila, WA	WA
Store Lease	3038	bbBaby	665 Main Street	Brookfield, WI	WI
Store Lease	3139	bbBaby	TBD	TBD	WI

SCHEDULE B
Compensation

A. Definitions

“Document” - shall be defined as an amendment or agreement generated by the Company, a Landlord or third party, that modifies a Lease in any manner. For the avoidance of doubt, a Document also shall include any letter agreement or other binding written communication (including, but not limited to, an e-mail communication) from a Landlord or third party consenting to the applicable Service.

“Early Termination Right” - shall be defined as the Company’s exclusive right to terminate the Lease prior to the expiration date of the Lease.

“Gross Occupancy Cost” - shall be defined as the sum of the remaining base rent, any annual increases, percentage rent, CAM, taxes, insurance, rental tax, marketing and merchants’ association charges, utility charges, HVAC usage charges, trash removal charges, sprinkler usage charges, unpaid rents, or any other sums due to the Landlord under a particular Lease as of the Agreement Date. For clarification purposes, Gross Occupancy Cost is calculated using the first date that the Service commences (i.e., the date that the rent reduction commences) through the earlier of the end of the Lease term in effect as of the Agreement Date (or longer if a Lease extension is also requested and negotiated by A&G on behalf of the Company) or when the Service is no longer in effect. CAM, taxes, insurance, marketing and merchants’ association charges and all other applicable charges will be calculated using the last available full year charge for each item (which may be a calendar year or a lease year, depending upon which is the most recent full year charge available). In the event that rent increases periodically based upon the change in the Consumer Price Index (CPI), the assumed annual CPI increase shall be four percent (4%).

“Monetary Lease Modification” - shall be defined as any modification to or inclusion of additional provisions relating to the monetary terms of a Lease agreement, including, but not limited to, reduction in rent/other Lease charges, reduction in Lease Term, reduction in Lease space, termination of/waiver of/free rent or other Lease charges (including any previously deferred rent or other Lease charges), reduction or elimination of any outstanding amounts due under a Lease, reduction in square footage of premises covered by a Lease, reduction in the termination/kick out notice provision, the granting of tenant allowance or capital improvement dollars from the Landlord, the waiver of Company’s capital expenditure obligations, extensions of existing rent reductions past their original end date, reduction in CAM charges, taxes, elimination of percentage rent, conversion to percentage rent, reductions in or returns of security deposits and FF&E if otherwise non-refundable (either pursuant to the terms of the Lease or as determined by the Landlord), or any other amendment to a Lease that results in Occupancy Cost Savings to the Company.

“Lease Termination” - shall be defined as the termination or assignment of a Lease consented to by the Landlord pursuant to which the Company is relieved of all future obligations under that Lease.

“New Gross Occupancy Cost” - shall be defined as the reduced Gross Occupancy Cost that results from a Lease Modification or any other amendment to the Lease.

“Non-Monetary Lease Modification” - shall be defined as any modification to the non-monetary terms of a Lease agreement, including, but not limited to, change of use, co-tenancy clause, sublease rights, the negotiation of a lease extension, the granting of an additional option term or terms, an amendment to the current option term or terms (Early Termination Right fees are set forth separately for fee purposes), relocation of Lease spaces that do not result in a reduction in Gross Occupancy Cost and any other amendments to the Lease that is or would be beneficial to the Company that do not fall within the above definition of Monetary Lease Modifications.

“Occupancy Cost Savings” - shall be defined as the difference between the original Gross Occupancy Cost and the New Gross Occupancy Cost for the period from the earlier of the effective date of a Document, the date in which the Lease Modification or other Service becomes effective or the date in which A&G becomes entitled to its Fees under the terms herein, through the end of the Lease Term or the Revised Lease Term pursuant to the terms of the Services, less any payment(s) or costs payable by the Company to effectuate the Lease Modification or other Service, excluding legal fees. **“Lease Term”** shall be defined as the commencement date and expiration date of the Lease as set forth in the Lease as of the Agreement Date. **“Revised Lease Term”** shall be defined as the new Lease expiration date pursuant to any Lease extensions obtained by A&G on behalf of the Company. For example, if a Service includes a Monetary Lease Modification and an extension of the Lease, the Occupancy Cost Savings shall be applicable through the duration of the Lease extension (i.e., the Revised Lease Term).

Occupancy Cost Savings include, but are not limited to, reduction in rent/other Lease charges, reduction in term, reduction in Lease space, termination of/waiver of/free rent or other Lease charges (including any previously deferred rent or other Lease charges), reduction or elimination of any outstanding amounts due under a Lease, reduction of unamortized tenant allowance, reduction or elimination of the obligation to repay tenant allowance to the Landlord, reduction or elimination of the requirement to improve the Lease space that have a direct monetary benefit to the Company, the granting of tenant allowance or capital improvement dollars from Landlord or Landlord improvements to the property, the waiver of Company’s capital expenditure obligations, reduction in square footage of premises covered by a Lease, extensions of existing rent reductions past their original end date, any lease extensions that result in a rent decrease, reduction in CAM charges, taxes, elimination of percentage rent, conversion to percentage rent, or any or any other amendment to a Lease that results in direct monetary savings to the Company.

For Occupancy Cost Savings resulting from the extension of a rent reduction past the Lease Term in effect as of the Agreement Date, the savings shall be based upon the original rent

and option rent set forth in the Lease, allocated proportionately to the time period during the Lease Term and the extended term, as the case may be. For example purposes only, if A&G obtains a 4-year rent reduction and only 2 years remain on the Lease Term, A&G's fee will be based upon the blended Occupancy Costs Savings resulting from the reduced rent as compared to the rent in effect during the Term for a period of 2 years, and the Occupancy Costs Savings resulting from the reduced rent as compared to the option rent set forth in the Lease, provided the Company exercises such option. For Occupancy Cost Savings resulting from lease extensions where there is no rent increase, the savings shall be based upon the option price for the period of the duration of the extension or if there is no option price, the rent price for the immediately preceding period.

In the event base or gross rent (i.e., contract rent) is converted to percentage rent based on sales, Occupancy Cost Savings will be calculated based on the difference between the contract rent and the percentage rent using sales figures for the twelve (12) months ended June 30, 2022.

“Sublease” – shall be defined as the renting to a new tenant of a portion or the entirety of a premises subject to a Lease.

“Non-Store Lease” – shall be defined as any Lease on Schedule A that pertains to a non-store location, including without limitation, for any warehouse or office space.

B. **Fees**

A&G shall be compensated for the Services as follows:

1. **Security Retainer**. The Company shall pay A&G a security retainer in the amount of one hundred thousand dollars (\$100,000) upon execution of this Agreement. The security retainer shall be non-refundable and shall be applied to the final invoice for fees and expenses due under the terms of this Agreement. To the extent the Security Retainer exceeds the amount of the final invoice for undisputed fees and expenses payable under this Agreement, A&G shall pay the excess amount back to the Company within 30 days of this Agreement's expiration or earlier termination.
2. **Monetary Lease Modifications**. For each Monetary Lease Modification obtained by A&G on behalf of the Company, A&G shall earn and be paid a fee, for each Lease, in the amount of (i) two and a half percent (2.5%) of the Occupancy Cost Savings in years 1 through 5 of remaining Lease term and two percent (2.0%) of the Occupancy Cost Savings in any years remaining thereafter, per Lease plus (ii) two percent (2.0%) any consideration paid to the Company by or on behalf of a Landlord for any Monetary Lease Modification regardless of year in which paid (the “Monetary Lease Modification Consideration”); provided that for any Non-Store Lease, the fee shall be in the amount of two percent (2%) of the Monetary Lease Modification Consideration.

3. Lease Terminations. For each Lease Termination obtained by A&G on behalf of the Company, A&G shall earn and be paid a fee, for each Lease, in the amount of (i) two and a half percent (2.5%) of the Occupancy Cost Savings in years 1 through 5 of remaining Lease term and two percent (2.0%) of the Occupancy Cost Savings in any years remaining thereafter, per Lease plus (ii) two percent (2.0%) any consideration paid to the Company by or on behalf of a Landlord or a new tenant including the return of any security deposits regardless of year in which paid (subparts (i) and (ii), collectively, the "Lease Termination Consideration"); provided that for any Non-Store Lease, the fee shall be in the amount of two percent (2%) of the Lease Termination Consideration.
4. Sublease. For each Sublease obtained by A&G on behalf of the Company, A&G shall earn and be paid a fee (the "Sublease Fee"), for each Sublease, in the amount of three percent (3%) of the total gross rent to be paid to the Company during the original term of the Sublease (the "Sublease Consideration"); provided that for any Sublease of a Non-Store Lease, the fee shall be two percent (2%) of the Sublease Consideration. In the event a broker fee is to be paid to the broker of a subtenant, the Sublease Fee shall be five percent (5%) of the Sublease Consideration for the Sublease of a Lease; provided that for any Sublease of a No-Store Lease, the Sublease Fee shall be three percent (3%) of the Sublease Consideration, with A&G to have sole responsibility to pay any broker's commission.
5. Non-Monetary Lease Modifications. For each Non-Monetary Lease Modification obtained by A&G on behalf of the Company, A&G shall earn and be paid a fee of \$750.00 per Lease.
6. Early Termination Rights. For each Early Termination Right obtained by A&G on behalf of the Company, A&G shall earn and be paid a fee equal to one-fourth ($\frac{1}{4}$) of one (1) month's Gross Occupancy Cost per Lease.
7. Broader Transaction. For the avoidance of doubt, in the event any Leases are assigned to a buyer as part of a broader transaction, including with respect to a going concern sale, including without limitation, as to individual concepts such as buy buy Baby or as to certain geographies such as Canada or Mexico, A&G shall not earn a fee on any consideration paid to the Company by or on behalf of such buyer. A&G shall, however, earn a fee for any individual Lease(s) included in such broader transaction for any such individual Lease with respect to which a Fee Event has occurred prior to the closing of such broader transaction.

C. Payment of Fees.

A&G shall provide the Company with a deal sheet with the terms of the proposed Lease Modification, Lease Termination, Sublease or Early Termination Right (the "Deal

Sheet"). For clarification purposes, a Deal Sheet can include, but not be limited to, an email or other written communication from A&G setting forth the terms of the proposed Service. If the Company approves the terms of the Deal Sheet in writing, which approval shall be in the Company's sole and absolute discretion, and either (x) (i) the Company and the applicable Landlord or other third party (if applicable) each execute and unconditionally deliver a Document pursuant to which a Lease Termination or Sublease is consummated, (ii) such Document contains terms that are substantially the same as the terms in the Deal Sheet, and (iii) all conditions precedent to the effectiveness of such Document are satisfied, then A&G shall be entitled to, and shall be paid, its fees in accordance with the above fee structure, or (y) (I) the applicable Landlord or other third party (if applicable) executes and delivers a Document pursuant to which a Lease Modification or Early Termination Right would be consummated upon execution and delivery of such Document by the Company, (II) such Document contains terms that are substantially the same as the terms in the Deal Sheet, and (III) all conditions precedent to the effectiveness of such Document are satisfied (other than the Company's execution and delivery thereof), but the Company elects not to execute and deliver such Document notwithstanding that such Document contains terms that are the same terms as the Deal Sheet, then A&G shall be entitled to, and shall be paid, its fees in accordance with the above fee structure (the occurrence of either of the events described in clauses (x) and (y) above being referred to herein as a "Fee Event"). The Deal Sheet shall be in the form attached hereto as Exhibit D.

The Company shall pay all undisputed fees to A&G within twenty-one (21) days of the receipt of an invoice therefor.

SCHEDULE C

A&G Weekly Reporting Template

[On file with the Debtors]

SCHEDULE D

A&G Deal Sheet Template

[On file with the Debtors]

Exhibit 2

Real Estate Services Agreement Amendment

**FIRST AMENDMENT TO REAL ESTATE SERVICES
AGREEMENT WITH BED BATH & BEYOND, INC.**

This Amendment (the “Amendment”) is made as of January 27 2023 (the “Amendment Date”), to the Real Estate Services Agreement by and between **A&G REALTY PARTNERS, LLC**, a New York limited liability company, with its principal place of business at 445 Broadhollow Road, Suite 410, Melville, New York 11797 (“A&G”), and **BED BATH & BEYOND, INC.**, a New York corporation, with its principal place of business at 650 Liberty Avenue, Union, New Jersey 07083 (including its affiliates and subsidiaries, collectively the “Company” and, together with A&G, collectively the “Parties” and, individually, a “Party”).

WITNESSETH:

WHEREAS, the Parties entered into a Real Estate Services Agreement (the “Original Agreement”) dated as of August __, 2022; and

WHEREAS, the Parties wish to amend the Original Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

1. The Term (as defined in the Original Agreement) of the Original Agreement hereby is extended through July 31, 2023, or until the Services are completed.
2. New Section 33 is added as follows:
 33. Bankruptcy.
 - a. In the event the Company files for bankruptcy protection during the Term of this Agreement, the Company shall apply promptly to the Bankruptcy Court for an order, in a form acceptable to A&G, authorizing the Company to retain and compensate A&G in accordance with the terms of this Agreement and to use its best efforts to obtain such order. The Company shall (a) seek the hiring and retention of A&G under sections 327 and 328 of the Bankruptcy Code and (b) file any applications necessary and otherwise assist A&G in obtaining Bankruptcy Court approval of the payment of its fees and costs hereunder. The Company shall provide A&G with a copy of the pleadings requesting retention of A&G prior to submission to the Bankruptcy Court for A&G’s review and comments and advise A&G of any objection or hearings pertaining to A&G’s retention. The order

authorizing A&G's retention must be reasonably acceptable to A&G and A&G's obligations hereunder are conditioned upon the grant of such order. Furthermore, if such order is not obtained within sixty days from the date that it is filed, A&G shall have the right to terminate this Agreement at any time thereafter. If a reasonably acceptable order is not obtained authorizing A&G's services and fees as set forth herein, the Company agrees to amend the application in conjunction with A&G and request a hearing to consider the application. In the event the Company is unable to obtain a reasonably acceptable order authorizing the hiring and retention of A&G under the terms of this Agreement and the Agreement is terminated, A&G reserves the right to seek a substantial contribution claim for any rights or obligations incurred or accrued prior to such termination.

- b. Before finalizing any cash collateral/debtor in possession financing budget with its secured lender and filing same with the Bankruptcy Court, the Company shall provide A&G with a reasonable opportunity to review and provide input into the budget regarding its estimated fees and expenses during the relevant budget period(s).
3. New definition is added to **Section A (Definitions) of SCHEDULE B (Compensation)** as follows:

"Gross Proceeds" - shall be defined as the total consideration paid or payable to the Company by a landlord, investor, purchaser, or any other party to either waive, terminate, sublease, or purchase a Lease or any right related to a Lease. It includes, but is not limited to, cash and any other form of currency paid or waived by the Landlord, sub-tenant or other third party to the Company in relation to a Lease Sale. This list is not meant to be exhaustive and Gross Proceeds shall include any consideration or other quantifiable economic benefit paid or payable to the Company in conjunction with a Lease Sale, including all (i) Company debt assumed, satisfied or paid by a purchaser or which remains outstanding at closing (including, without limitation, the amount of any indebtedness "credit bid" at any sale), and (ii) amounts placed in escrow and deferred, contingent payments and installment payments.

4. New Subsections 8-10 are added to **Section B (Fees) of SCHEDULE B (Compensation)** as follows:
 8. **Lease Sales.** For each assignment or other disposition of a Lease obtained by A&G on behalf of the Company to a third party, A&G shall earn and be paid a fee in the amount of three percent (3%) of the Gross Proceeds per Lease.
 9. **Lease Valuations.** If requested by the Company, for each valuation of a Lease provided by A&G to the Company, A&G shall earn and be paid a fee in the amount of five hundred dollars (\$500) per Lease.

10. Landlord Consents. If requested by the Company, for each consent obtained by A&G to extend the Company's time to assume or reject a Lease as a part of any applicable Chapter 11 case, A&G shall earn and be paid a fee in the amount of five hundred dollars (\$500) per Lease.

All other terms and conditions of the Original Agreement shall be unaffected by this Amendment and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized representatives effective as of the Amendment Date.

BED BATH & BEYOND, INC.

By: 
Name: David Kastin
Title: EVP - Chief Legal Officer

A&G REALTY PARTNERS, LLC

By: 
Name: Emilio Amendola
Title: Co-president

Exhibit 3

Co-Broker Real Estate Services Agreement



**REAL ESTATE SERVICES AGREEMENT
AMONG A&G REALTY PARTNERS, LLC, JONES LANG
LASALLE AMERICAS, INC., AND BED BATH AND BEYOND
INC.**

This Real Estate Services Agreement including the Schedules attached hereto (collectively the “Agreement”) is made as of May 11, 2023 (the “Agreement Date”), by and among **A&G REALTY PARTNERS, LLC**, a New York limited liability company, with its principal place of business at 445 Broadhollow Road, Suite 410, Melville, New York 11797 (“A&G”), **JONES LANG LASALLE AMERICAS, INC.**, a Maryland corporation, with an address of 101 Wood Avenue South, Suite 410, Iselin, New Jersey 08830 (“JLL” and, together with A&G, the “RE Advisors”), and **BED BATH & BEYOND, INC.**, a New York corporation, with its principal place of business at 650 Liberty Avenue, Union, New Jersey 07083 (the “Company” and, together with the RE Advisors, collectively, the “Parties” and, individually, a “Party”).

WITNESSETH:

WHEREAS, on April 23, 2023, the Company and 73 affiliated debtors (collectively, the “Debtors”) each filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) bearing Case No. 23-13359 (VFP) (administratively consolidated);

WHEREAS, the Company (or one or more of the Debtors) (i) owns certain property located at 2436 Penny Road, Claremont, North Carolina (the “Property”) and (ii) is the tenant under the leases for warehouse space more particularly identified on the attached Schedule A (collectively, the “Leases” and, individually, a “Lease”); and

WHEREAS, under the terms and conditions contained in this Agreement, and subject to Bankruptcy Court approval, the Company, on behalf of itself and the other Debtors, desires to retain the RE Advisors, and the RE Advisors are willing to provide the Services (as defined below) to the Company.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. In accordance with the terms and conditions of this Agreement, and subject to Bankruptcy Court approval pursuant to Sections 327 and 328 of the Bankruptcy Code, the RE Advisors will provide the Company with the following services (collectively, the “Services”):
 - a. Ascertain the Company’s goals, objectives and financial parameters with respect to the sale of the Leases (each, a “Lease Sale”) and the Property (the “Property Sale”);
 - b. Prepare and implement a marketing plan to sell the Leases and the Property;
 - c. Conduct a sale process for the Leases and the Property;

- d. Represent the Company in, and negotiate, the sale of the Leases and the Property;
- e. Assist the Company and its counsel in the documentation of sale transactions involving the Leases and the Property; and
- f. Report periodically to the Company regarding the status of the project.

2. Term of Agreement. Subject to Section 12 herein, this Agreement shall be for a term of six (6) months following the Agreement Date (the “Term”) or until the Services are completed. The Term may be extended or renewed by written agreement of the Parties.

3. Compensation. The RE Advisors shall earn and be paid a fee in the amount of three percent (3%) of the Gross Proceeds of a Lease Sale or the Property Sale (the “Fee”). “Gross Proceeds” shall be defined as the amount of total consideration paid or payable, or otherwise to be received by the Debtors in connection with the sale of the Property or any Leases including all (i) cash, securities or other property, (ii) any debt assumed, satisfied or paid by a purchaser or which remains outstanding at closing (including, without limitation, the amount of any indebtedness “credit bid” at any sale), and (iii) amounts placed in escrow and deferred, contingent payments and installment payments. With respect to a Lease Sale, “Gross Proceeds” also shall include any form of currency waived by a landlord of that Lease. The Fee shall be paid at the closing on each Lease Sale or the Property Sale, as the case may be. The RE Advisors shall file a final fee application under Section 328 of the Bankruptcy Code in connection with the Fee and any Marketing Expenses. The Fee shall be shared equally between the RE Advisors.

4. Additional Services. The RE Advisors may provide additional services requested by the Debtors that are not otherwise specifically provided for in this Agreement. Any additional services will be mutually agreed upon by the Parties and documented in a separate written agreement.

5. Recordkeeping. The Services to be provided by the RE Advisors pursuant to this Agreement are, in general, transactional in nature. Accordingly, the RE Advisors will not bill the Company by the hour or maintain time records.

6. Expenses and Disbursements. The Debtors shall reimburse the RE Advisors for their reasonable, documented out-of-pocket expenses (including, but not limited to, marketing and travel) incurred in connection with its retention and provision of Services (the “Marketing Expenses”), provided, the Marketing Expenses shall be approved in advance by the Company (it is estimated that the Marketing Expenses shall not exceed approximately \$20,000). Additionally, any legal fees and expenses incurred by the RE Advisors as a result of responding to any litigation or other type of inquiry, deposition or otherwise relating to the Services or this Agreement shall be reimbursed by the Debtors to the RE Advisors. Any undisputed reimbursable

expenses shall be paid to the RE Advisors within five (5) business days of receipt of an invoice therefor, except as otherwise provided by the Bankruptcy Court.

7. Exclusive. During the Term of this Agreement, the RE Advisors shall have the sole and exclusive authority to perform the Services. All relevant inquiries regarding the Property or any Leases made to the Debtors, their agents or representatives (including professionals) shall be directed to the RE Advisors, *provided, however,* that nothing herein shall prohibit the Company's employees from communicating with a landlord of such Lease relating to day-to-day operations at the premises of such landlord. In the event the Debtors enter into an agreement for the sale of the Property or any Lease during the term of this Agreement, then regardless of the identity of the purchaser or the person who introduced such purchaser to the Debtors, or the date of closing thereunder, the RE Advisors shall be entitled to the Fee pursuant to the terms of Section 3 of this Agreement payable upon the closing of the transaction.
8. Information. The Company shall make available to the RE Advisors such documents and other information which in the reasonable judgment of the RE Advisors are necessary or appropriate for the fulfillment of their assignment hereunder and the proper marketing of the Property and the Leases. All documents and information supplied to the RE Advisors by the Company shall, to the best of the Company's knowledge, be complete and accurate and the Company shall correct any information which it learns is incomplete or inaccurate. The Company understands that the information provided to the RE Advisors may be used in the preparation of marketing materials that will be distributed to prospective purchasers. The Company will be asked to approve all marketing materials in advance of their use. The Company acknowledges and agrees that, as between the RE Advisors and the Company, the Company is responsible for the accuracy and completeness of all information regarding the Property and the Leases that is provided by or at the direction of the Company to third parties. Additionally, the Company agrees to provide to the RE Advisors a copy of the final form of the closing or settlement statement(s) prepared in connection with the closing and settlement of the sale transaction(s).
9. Analysis. To the extent that the RE Advisors prepare any analysis, valuation, appraisal or other report regarding the economic value of the Property or the Leases ("Analysis"), the Company acknowledges and agrees that any such Analysis will be an estimate only and will not constitute a representation, warranty, covenant or guaranty, either expressed or implied, regarding future events or performance. The Company further acknowledges and agrees that the Analysis will be used for its internal purposes only, and will not be disseminated to any third party without the written consent of the RE Advisors.
10. Use of Company Name. The RE Advisors may use the Company's name and logo to identify the Company as one of the RE Advisors' clients.

11. No Authority to Execute Agreements. The RE Advisors shall have no right or power to enter into any agreement in the name of or on behalf of the Company or to otherwise obligate the Company in any manner without the Company's prior written consent or approval.
12. Assignment. Neither Party may delegate or assign its rights and obligations under this Agreement in whole or in part to an unaffiliated third party without the prior written consent of the other Party.
13. Notices. Unless otherwise expressly provided herein or waived in writing by the Party to whom notice is given, any notice or other communication required or permitted hereunder will be effective if given in writing (i) when delivered by hand; (ii) three days after sent by certified mail, return receipt requested; (iii) when delivered by electronic email communication to the email address set forth below and verified by confirmed receipt; or (iv) one day after delivery to a commercial overnight courier, and addressed to the Parties as follows:

To the Company:

Bed Bath & Beyond, Inc.
650 Liberty Avenue
Union, New Jersey 07083
Attention: Wade Haddad, SVP Real Estate
Email: Wade.Haddad@BedBath.com

With a copy to:

Bed Bath & Beyond, Inc.
650 Liberty Avenue
Union, New Jersey 07083
Attention: Chief Restructuring Officer
Email: hetlin@alixpartners.com

To A&G:

A&G Realty Partners, LLC
445 Broadhollow Road, Suite 410
Melville, New York 11747
Attn: Emilio Amendola
Tel: (631) 465-9507
Email: emilio@agrep.com

To JLL:

JLL-Northeast Industrial Region
101 Wood Avenue South, Suite 410
Iselin, New Jersey 08830
Attn: Seth Geldzahler, Senior Managing Director
Tel: (732) 491-2170
Email: Seth.Geldzahler@jll.com

14. Representations, Warranties and Covenants. Each Party, severally not jointly, represents that it has all requisite power and authority to enter into this Agreement. This Agreement has been validly authorized by all necessary corporate action and constitutes a legal, valid and binding agreement of the Company and the RE Advisors. Each Party, severally not jointly, represents that this Agreement does not and will not violate any applicable law or conflict with any agreement, instrument, judgment, order or decree to which it is a party or by which it is bound. Furthermore, each Party, severally not jointly, represents and agrees that it will comply with all applicable laws, rules, regulations, orders or decrees during the term of this Agreement in performing its obligations hereunder. Each Party, severally not jointly, agrees to deal with the other fairly and in good faith so as to allow each Party to perform their duties and earn the benefit of this Agreement. The RE Advisors agree to utilize commercially reasonable efforts and diligence to achieve the purpose of this Agreement.
15. Survival of Fee. In the event the RE Advisors have had, and have documented, substantive discussions regarding a sale of the Property or any Lease with a third party prior to the termination or expiration of the term of this Agreement and a sale of the Property or any Lease by the Company to said third party is consummated within ninety (90) days after the termination or expiration of this Agreement, the RE Advisors shall be entitled to the Fee pursuant to the terms of Section 3 of this Agreement.
16. Indemnification. The Company agrees to indemnify the RE Advisors and their respective affiliates, officers, directors, employees, agents and independent contractors, and hold each of them harmless from and against all third party claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, asserted against, resulting from (directly or indirectly), or related to the Services or actions or omissions of the RE Advisors or the Company taken pursuant to this Agreement, (including, but not limited to, any covenants, representations or warranties contained herein) or in any written agreement entered into in connection herewith except to the extent that such claims or liabilities arise as a direct result of the RE Advisors' fraud, gross negligence, or willful misconduct.
17. Limitation on Liability. Neither Party shall be responsible for any indirect, incidental, consequential, exemplary, punitive or other special damages (including, but not limited to, loss of profits and damage to reputation or business) arising under or by reason of this Agreement, the Services or any act or omission hereunder except to the extent of actual fraud, gross negligence, or willful misconduct. Neither Party shall be liable if it is unable to perform its responsibilities hereunder as a result of events beyond its control. Furthermore, except in the event the RE Advisors' errors and omissions policy is available to cover any claims against the RE Advisors hereunder, in no event shall the RE Advisors' liability for a default or breach of this Agreement exceed the amount of fees paid to the RE Advisors hereunder.

18. Binding Effect. No Third-Party Beneficiaries. This Agreement binds and inures to the benefit of the Parties hereto and their respective successors and permitted assigns and except as expressly provided herein, is not intended to confer any rights or remedies upon any person not a party to this Agreement.
19. Waivers and Amendments. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. This Agreement (including the Schedule (s) attached hereto) may not be waived, amended, or modified by either Party unless in writing and signed by all Parties hereto.
20. Severability. If any provision, or any portion of any provision, contained in this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then it is the intent of the Parties to modify or limit such provision or portion thereof so as to be valid and enforceable to the extent permitted under applicable law. In the event that such provision or portion thereof cannot be modified, then such provision or portion thereof shall be deemed omitted and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, and undertakings are superseded by this Agreement.
22. Counterpart Execution/Facsimile and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. Facsimile and electronic signatures on this Agreement and any document contemplated hereby shall be deemed to be original signatures.
23. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey without reference to its conflict of laws rules. Any dispute arising under or resulting from this Agreement shall be resolved exclusively by the Bankruptcy Court.
24. Waiver of Jury Trial. Each of the Parties unconditionally waives, to the extent legally permissible, the right to a jury trial in connection with any claim arising out of or related to this Agreement.
25. Headings/Tenses. The section headings and use of defined terms in the singular or plural tenses in this Agreement are solely for the convenience of the Parties. To the extent that there may be any inconsistency between the headings and/or the tenses and the intended meaning, the intent of the Parties or the provision, the terms of such provision shall govern.
26. No Presumptions. This Agreement shall be deemed drafted by all Parties and there shall be no presumption for or against any Party in the interpretation of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the Agreement Date.

BED BATH & BEYOND, INC.

By: Holly Etlin

Name: Holly Etlin

Title: Chief Restructuring Officer and Chief Financial Officer

A&G REALTY PARTNERS, LLC

By: 

Name: Emilio Amendola

Title: Co-President

JONES LANG LASALLE AMERICAS, INC.

By: David Knee

Name: David Knee

Title: Vice Chairman

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	653	BBB	1001 W. Middlesex Avenue	Port Reading/Carteret, NJ	NJ
Store Lease	677	BBB	2900 S. Valley Parkway	Lewisville, TX	TX
Store Lease	655	BBB	5835 East Ann Road	North Las Vegas, NV	NV
Store Lease	657	BBB	860 John B. Brooks Road	Pendergrass, GA	GA
Store Lease	693	BBB	71 Mall Road	Frackville, PA	PA
Store Lease	650	BBB	3 Enterprise Ave. N	Secaucus, NJ	NJ
Store Lease	8671	BBB	5402 East El Campo	North Las Vegas, NV	NV
Store Lease	8650	BBB	11 Taft Road	Totowa, NJ	NJ
Store Lease	1692	BBB	6120 Clinker Drive, Bldg 1	Jurupa Valley, CA	CA